L. REV. 583. Thus a mortgagee to protect his own interest may pay off a prior incumbrance and hold the mortgagor liable for the amount. *Hogg* v. *Longstreth*, 97 Pa. St. 255; *Milburn* v. *Phillips*, 143 Ind. 93, 42 N. E. 461; *Bowen* v. *Gilbert*, 122 Ia. 448, 98 N. W. 273. In the principal case the husband was legally bound to pay the amount himself, and thus the wife could clearly have a lien on any interest of his. But to repay her the full amount out of the trust fund would practically allow her to force the trustees to pay the premiums and deprive them of their discretion. *In re Waugh's Trusts*, 46 L. J. Ch. 629. See *In re Leslie*, L. R. 23 Ch. D. 552, 560, 561. But if a life tenant pays off an incumbrance, he may enforce contribution from the remainderman. *Downing* v. *Hartshorn*, 69 Neb. 364, 95 N. W. 801; *Whitney* v. *Salter*, 36 Minn. 103, 30 N. W. 755; *Jones* v. *Gilbert*, 135 Ill. 27, 25 N. E. 566. See *In re Leslie*, L. R. 23 Ch. D. 552, 565. Thus, as the wife acted under a strong moral compulsion to protect the interests of her child, on equitable principles she should be entitled to contribution from the remainderman for his proportionate share of the expenditure.

SALE OF FUTURE GOODS — BANKRUPTCY — POSSESSION BY VENDEE — PREFERENCE. — The defendant lent money to a partnership, with knowledge of its insolvency, under an agreement that the firm was to manufacture certain property to be his when completed. He took possession of such property within four months prior to the day on which a petition in bankruptcy was filed against the firm. The trustee in bankruptcy sues to recover the property as a voidable preference. *Held*, that he cannot recover. *Sieg* v. *Greene*, 225 Fed. 955 (C. C. A., 8th Circ.).

At one time it seemed that the rule of *Holroyd* v. *Marshall* would not afford protection to a mortgagee of future goods if he acquired possession within four months previous to the filing of a petition in bankruptcy against his mortgagor. *Matthews* v. *Hardt*, 9 Am. B. Rep. 373; *In re Ball*, 123 Fed. 164. See 18 HARV. L. REV. 606. But it is now clearly settled that the mortgagee is protected. *Thompson* v. *Fairbanks*, 196 U. S. 516; *Humphrey* v. *Tatman*, 198 U. S. 91. It seems doubtful whether a similar result in the case of a sale is justified. It is true that when the vendee parts with his money in reliance on a specific return he acquires a right *in specie*, which at once gives equity jurisdiction, and that the intervening insolvency of the vendor, which renders the legal remedy substantially inadequate, gives ground for equitable relief. But the whole spirit of the Bankruptcy Act seems to make the insolvency of the vendor the signal for proportionate distribution of his assets among all of his creditors, and nothing in the statute justifies a preference of specific over general claims. See WILLISTON, SALES, § 144. Nevertheless, the principal case has the support of a previous Supreme Court decision. *Hurley* v. *Atchison, T. & S. F. Ry. Co.*, 213 U. S. 126.

SALES — BREACH OF WARRANTY — WAIVER OF BREACH BY ACCEPTANCE. — In pursuance of a contract to buy and sell all the steers of a certain age then on the ranch of the seller, subject to a fifteen per cent cut, the seller delivered stock depreciated in weight from underfeeding. There was no express warranty in the agreement as to the condition of the cattle. The buyer, because of necessity occasioned by other contracts, accepted the cattle. He did not protest at the time and now seeks to recover damages for the breach. *Held*, that his right of action does not survive the unprotested acceptance of performance. *Cadwell* v. *Higginbotham*, 151 Pac. 315 (N. Mex.).

In ordinary contracts it is well settled that the mere acceptance of a defective performance does not bar the right to sue for a breach. See WILLISTON, SALES, § 485. But in sales and contracts to sell the law is in confusion. Where the